

APPENDIX 1

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,)	Case No. 15-C-8174
individually and on behalf of)	
a class of similarly situated people,)	Judge John Z. Lee
)	
Plaintiff,)	
)	
)	
v.)	
)	
AT&T SERVICES, INC. and ILLINOIS)	
BELL TELEPHONE COMPANY,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

It is hereby stipulated and agreed to by and between Plaintiff Kison Patel, on one hand, and Defendants AT&T Services, Inc. and Illinois Bell Telephone Company on the other hand (collectively the “Parties”), in settlement of this Action which shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement, subject to the approval of the Court.

ARTICLE I - RECITALS

1. **WHEREAS**, on or about September 17, 2015, Plaintiff filed an action entitled *Kison Patel v. AT&T Inc.* in the United States District Court for the Northern District of Illinois, Eastern Division. On or about October 1, 2015, Plaintiff filed a First Amended Complaint that named AT&T Services, Inc. (“AT&T Services”) and Illinois Bell Telephone Company (“Illinois Bell”) as the defendants in the Action and that dismissed AT&T Inc. from the case;

2. **WHEREAS**, the Action alleges, on behalf of Kison Patel and on behalf of a putative class, that AT&T Services and Illinois Bell violated the federal Telephone Consumer Protection Act by placing calls using an automated telephone dialing system and/or a

prerecorded or artificial voice message to cellular telephone numbers without the prior express consent of the subscribers to those cellular telephone numbers;

3. **WHEREAS**, counsel for the Parties have investigated the facts relating to the matters alleged in the Action, have made a thorough study of the legal principles applicable to the claims asserted in the Action, and conducted a thorough assessment of the strengths and weaknesses of their respective cases;

4. **WHEREAS**, counsel for the Parties have engaged in arm's-length negotiations concerning the settlement of the claims asserted in the Action;

5. **WHEREAS**, AT&T Services and Illinois Bell, without admitting any liability, fault, or wrongdoing, desire to settle the Action and the claims asserted in the Action, on the terms and conditions set forth herein, for the purposes of avoiding the burden, expense, and uncertainty of continuing litigation and to put to rest the controversies engendered by the litigation;

6. **WHEREAS**, Patel and counsel for Patel, on behalf of the Settlement Class, have concluded, based upon their investigation and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement on the terms set forth herein is fair and reasonable and in the best interest of Mr. Patel and the Settlement Class; and

7. **WHEREAS**, Patel and counsel for Patel, on behalf of the Settlement Class, have agreed to settle the Action with AT&T on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or

law and without this Settlement Agreement, including any exhibits thereto, constituting any evidence against, or any admission by, any Party with respect to liability, fault, or any other issue raised in the Action.

NOW, THEREFORE, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions.

ARTICLE II - DEFINITIONS

Unless defined elsewhere in this Settlement Agreement, as used in this Settlement Agreement and the related documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means this lawsuit, *Kison Patel v. AT&T Services Inc. et al.* 15-C-8174 (United States District Court for the Northern District of Illinois).
2. “AT&T” means defendants AT&T Services and Illinois Bell, and all AT&T entities, subsidiaries, affiliates, agents, independent contractors, and vendors, including their predecessor and successor entities and related entities.
3. “Attorney’s Fees and Costs” means all fees and costs to be awarded pursuant to the Settlement of this Action.
4. “Claim Form” means the form by which members of the Settlement Class may submit a claim and that may entitle such persons to receive a payment pursuant to this Settlement. The Claim Form will be in a form and text substantially the same as Exhibit A to this Settlement Agreement and is subject to Court approval.

5. "Claims Period" means the time frame in which a Claim Form can be returned, as provided for in the Preliminary Approval Order.

6. "Class Counsel" means the law firm of Warner Law Firm, LLC.

7. "Class Member" means a member of the Settlement Class.

8. "Court" means the United States District Court for the Northern District of Illinois.

9. "Effective Date" means the first business day after the Court has entered a Final Approval Order and Judgment and that Final Approval Order and Judgment has become Final.

10. "Final" means that the Final Approval Order and Judgment has been entered on the docket in the Action and (a) the time to appeal from such order and judgment has expired and no appeal has been timely filed; or (b) if an appeal from such order and judgment has been filed, it has finally been resolved and has resulted in an affirmation of the Final Approval Order and Judgment; or (c) the Court, following the resolution of any appeal from the Final Approval Order and Judgment, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

11. "Final Approval Hearing" means the hearing at which the Court shall be asked to determine whether to grant final approval to this Settlement Agreement, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and dismiss the action with prejudice.

12. "Final Approval Order and Judgment" means the order, substantially in the form of Exhibit B attached hereto, in which the Court certifies the Settlement Class, grants final

approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

13. “Incentive Award” means the payment to the Settlement Class Representative.

14. “Notice” means written notice, substantially in the form of Exhibit C hereto provided to Class Members pursuant to this Settlement Agreement.

15. “Parties” means the named parties in the Action.

16. “Preliminary Approval Order” means the order, substantially in the form of Exhibit E attached hereto, in which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, and authorizes dissemination of Notice to the Settlement Class.

17. “Settlement Administrator” means an experienced third-party entity in the business of class action settlement administration as may be selected by AT&T and found acceptable by Class Counsel.

18. “Settlement Agreement” or “Settlement” or “Agreement” each mean this settlement agreement and release, including the attached exhibits.

19. “Settlement Class” means all subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015, regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder, excluding subscribers of AT&T wireless and/or U-verse services, as documented in the attached Exhibit F.

20. “Settlement Class Representative” means Kison Patel.

21. “Settlement Fund” means the \$1,925,000 (one million, nine hundred twenty-five thousand dollars) that AT&T will become obligated to pay by operation of this Settlement Agreement, if it becomes Final.

22. “Settlement Website” means the internet site to be administered and maintained by the Settlement Administrator concerning the Settlement.

23. “Valid Claim Form” means a Claim Form that:

- a. is completely filled out by the Class Member or by a person authorized by law to act on behalf of the Class Member with respect to a claim or right such as those at issue in this Action;
- b. contains the address of the Class Member;
- c. affirms that, to the best of the Class Member’s knowledge or belief: (i) the Class Member received at least one call from AT&T since September 17, 2011 on his or her cellular telephone, (ii) the Class Member had not consented to receive such calls from AT&T on his or her cellular telephone, (iii) the Class Member was not a customer of AT&T for its U-Verse service or for wireless service at the time he or she received the call, and (iv) the Class Member is not currently a customer of AT&T for its U-Verse service or for wireless service;
- d. is signed by the Class Member for whom the Claim Form is being submitted (or by his, her, or its legal representative); and
- e. is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the deadline set by the Court.

24. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

25. All references to “his”, “her”, and similar terms are intended to be gender-neutral and apply equally to persons who are businesses, organizations, or other non-natural persons.

26. Other terms are defined in the text of this Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents relating to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement, unless otherwise specified.

ARTICLE III - SETTLEMENT PROCEDURES

A. Class Certification

1. The Parties agree to request that the Court certify the Settlement Class for purposes of settlement only. The certification of a class for settlement purposes is made without prejudice to the rights of AT&T to oppose class certification and/or to contest issues of liability in this Action, or any other action, should this Settlement Agreement be terminated or the Effective Date not occur for any reason, and is not to be construed as an admission that the Settlement Class or any other class would be appropriately certified for purposes of litigation.

2. For purposes of this Settlement Agreement and the proceedings and certification contemplated herein, the Parties stipulate and agree that subject to approval of the Court, Kison Patel shall be appointed the Settlement Class Representative for the Settlement Class and his counsel from the law firm of Warner Law Firm, LLC shall be appointed Class Counsel.

B. Court Proceedings

1. As soon as practicable after the execution of this Settlement, the Parties shall file with the Court a Motion for a Preliminary Approval Order, the Order of which shall be substantially in the form of Exhibit E.

2. No later than ten (10) days after the Parties have filed the Motion for Preliminary Approval Order by the Court, AT&T shall provide, or cause the Settlement Administrator to provide on AT&T's behalf, notice of the Settlement and the required documents to be submitted to the appropriate state or federal officials in accordance with the Class Action Fairness Act of 2005 ("CAFA"). *See* 28 U.S.C. § 1715. The Parties agree that AT&T is permitted to provide such notice as required by law and that any notice by AT&T shall be done to effectuate the Settlement and shall not be considered a breach of this Agreement or any other agreement of the Parties. No later than fourteen (14) days after the entry of the Preliminary Approval Order by the Court, AT&T shall file or cause the Settlement Administrator to file with the Court a certification that it complied with the CAFA notice requirements and stating the date of such compliance.

3. At the Final Approval Hearing, the Parties shall request that the Court enter a Final Approval Order and Judgment substantially in the form of Exhibit B.

C. No Admission of Wrongdoing

1. AT&T continues to deny that it has committed any wrongdoing as alleged by the Plaintiff. In no event is this Settlement Agreement to be construed as, or is it to be deemed evidence of, an admission or concession on the part of AT&T with respect to: any claim by Plaintiff, members of the Settlement Class, or any other person; any fault, liability, wrongdoing, or damage whatsoever; or the propriety of certification of the Settlement Class or any other class if the Action is to be litigated rather than settled.

ARTICLE IV - SETTLEMENT CLASS BENEFITS AND OTHER PAYMENTS

A. Settlement Fund

1. AT&T shall establish a Settlement Fund of \$1,925,000 (one million, nine hundred twenty-five thousand dollars) out of which all payments to class members and all Attorney's Fees and Costs shall be paid. AT&T shall disburse the Settlement Fund to the Settlement Administrator within fifteen (15) days of the Effective Date.

2. AT&T will separately pay all costs of notice and administration related to implementing the terms of this Settlement Agreement, including contracting for the services of the Settlement Administrator. Expenses associated with the Settlement Administrator will be invoiced directly to AT&T and will not be paid from the Settlement Fund.

B. Incentive Award

1. AT&T will separately pay Patel an Incentive Award for his service as the Settlement Class Representative in an amount not to exceed \$10,000 (ten thousand dollars). Patel must make a written application for this Incentive Award no later than fifteen (15) days before the earliest deadline for any member of the Settlement Class to object to the Settlement. The amount of the Incentive Award is subject to Court approval. The Incentive Award shall be paid by AT&T directly and not be paid from the Settlement Fund.

2. The Incentive Award reflects Patel's time and effort in bringing the Lawsuit, responding to written discovery including searching his records for responsive documents, and participating in settlement negotiations. The Incentive Award is also in lieu of Plaintiff's alleged statutory damages or any payment from the Settlement Fund Plaintiff may otherwise be entitled to. Patel, accordingly, shall not be permitted to submit a Claim Form, nor shall he receive the Notice. Class Counsel shall submit to AT&T such documentation (such as an IRS W-9 form to

reflect the payment of the amount of any Incentive Award paid to Plaintiff) as may be reasonably requested in order to accomplish the payment of the Incentive Award contemplated herein.

3. Subject to the terms and conditions of this Agreement, within twenty (20) days after the Effective Date, and only in the event that the Court has approved an Incentive Award to Patel, AT&T shall pay the amount of the Incentive Award to Patel. Said distribution will be by check, made out to Patel and sent to Class Counsel, Warner Law Firm, LLC, 350 S. Northwest Hwy., Ste 300, Park Ridge, IL 60068, by next day delivery by either FedEx or UPS in a manner that allows for tracking of the payment. Under no circumstances will AT&T be liable to Patel for, because of, relating to, concerning, or as a result of the failure or inability of Class Counsel to distribute Plaintiff's Incentive Award to Plaintiff, and Plaintiff releases AT&T from any and all disputes and claims because of, relating to, concerning, or as a result of the failure or inability of Class Counsel to distribute Plaintiff's Incentive Award to Plaintiff.

C. Attorney's Fees and Expenses

1. No later than fifteen (15) days before the earliest deadline for any member of the Settlement Class to object to the Settlement, Class Counsel may make written application to the Court for an award of Attorney's Fees and Costs not to exceed, in the aggregate, twenty-five percent (25%) of the Settlement Fund (or four hundred eighty-one thousand two hundred fifty dollars (\$481,250)). The Parties agree that the Court (and only the Court) shall determine the final amount of the Attorney's Fees and Costs in this Action. The amount of Attorney's Fees and Costs shall be paid from the Settlement Fund. In the event that the Court's award of Attorney's Fees and Costs is less than one-quarter of the Settlement Fund, the difference shall remain as part of the Settlement Fund. In the event the Attorney's Fees and Costs finally approved by the Court is less than the amount applied for, no other relief may be sought from

the Court, so as to increase the award of Attorney's Fees and Costs or otherwise make up some or all of the shortfall.

2. Subject to the terms and conditions of this Agreement, within twenty (20) days after the Effective Date, and only in the event that the Court has made an award of Attorney's Fees and Costs to Class Counsel, the Settlement Administrator shall distribute from the Settlement Fund the amount of any Attorney's Fees and Costs awarded by the Court to Class Counsel. Said distribution shall be made by check payable to Warner Law Firm, LLC and sent to Class Counsel, Warner Law Firm, LLC, 350 S. Northwest Hwy., Ste 300, Park Ridge, IL 60068, by next day delivery by either FedEx or UPS in a manner that allows for tracking of the payment. Class Counsel shall submit to the Settlement Administrator such documentation (such as an IRS W-9 form) as may be reasonably requested in order to accomplish the payment of the Attorney's Fees and Costs contemplated herein. Expect as provided for in this Article, the Parties shall bear their own attorney's fees, costs and expenses incurred in the prosecution, defense and/or settlement of the Action.

3. The Parties agree that the rulings of the Court regarding the amount of Attorney's Fees and Costs, and any Incentive Award and any claim or dispute relating thereto, are at the Court's discretion to be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement. Any order or proceedings relating to the amount of Attorney's Fees and Costs or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes Final as defined herein.

ARTICLE V - PAYMENT OF CLAIMS

1. Subject to the terms and conditions of this Agreement, if a Class Member submits a Valid Claim Form, he or she shall receive a payment from the Settlement Fund.

2. At the close of the Claims Period, the Settlement Administrator shall determine (i) the number of claims made by Class Members who have not opted out, who have properly returned a Valid Claim Form, and for whom an address is available, and (ii) the total amount of funds remaining in the Settlement Fund, after the deduction of the Attorney's Fees and Costs.

3. Each Class Member who submits a Valid Claim Form shall be entitled to payment in the base amount of \$250. To the extent that a \$250 per claimant payment would be insufficient to exhaust the Settlement Fund, each Class Member's payment will also include a *pro rata* share of the remaining funds based on the number of automated/prerecorded voice collections calls to the Class Member's telephone number, as reflected in AT&T's call records produced in the Action. AT&T will provide these records to the Settlement Administrator upon the entry of the Preliminary Approval Order. The *pro rata* payment shall not exceed a total of \$500 per call as documented in AT&T's call records.

4. If money remains in the Settlement Fund after all Valid Claim Forms are paid, the Settlement Administrator shall distribute the remaining funds to a mutually agreed-upon 503(c) entity, subject to the Court's approval.

5. Subject to the terms and conditions of this Agreement, within twenty (20) days after the Effective Date, the Settlement Administrator shall mail a check to each Class Member who has returned or submitted a Valid Claim Form and who has not opted out of the Settlement. These checks shall be paid solely from the Settlement Fund and shall be mailed to the address provided by the Class Member on his or her Valid Claim Form.

6. All checks issued under this section shall be void if not cashed within forty-five (45) calendar days of their date of issue, and shall contain a legend to that effect. If any checks are not cashed within forty-five (45) calendar days of their date of issue, those checks will not be reissued and any money remaining in the Settlement Fund as a result of uncashed checks shall revert to AT&T.

ARTICLE VI - DUTIES OF SETTLEMENT ADMINISTRATOR

A. General

1. Counsel for both Parties shall have equal access to the Settlement Administrator.

B. Notice

1. Upon the issuance of the Preliminary Approval Order, Class Counsel will cause subpoenas to be served upon Verizon Wireless, T-Mobile, Sprint, and U.S. Cellular. Those subpoenas will request each carrier to identify, by name and address, the subscribers to the wireless telephone numbers that comprise the Settlement Class, as of the date AT&T's records first reflect the receipt of a complaint concerning a communication to the number regarding a U-verse account of which the call recipient was not the accountholder. The Parties will promptly forward any responses received to the Settlement Administrator. For each name and address identified, the Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service") obtain updates, if any, to the mailing addresses.

2. For all telephone numbers of members of the Settlement Class that are not identified in the responses to the subpoenas issued to the wireless carriers, the Settlement Administrator will use a reverse look-up process to attempt to identify the owners of those numbers.

3. Within thirty (30) days of receiving the last response to the subpoenas from the carriers, the Settlement Administrator shall mail the written Notice and the Claim Form to each Class Member for whom a mailing address has been obtained. The Notice and the Claim Form shall be sent by direct U.S. Mail. If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

4. The Settlement Administrator shall have discretion to format the Notice and Claim Form in a reasonable manner to minimize mailing or administrative costs. Before Notice is commenced, counsel for the Parties shall first be provided with a proof copy of any and all Notices and Claim Forms (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and with the Court's orders. The Settlement Administrator will also cause a long-form notice, substantially in the form of Exhibit D, to be posted to the Settlement Website prior to mailing the written Notice.

5. After entry of the Preliminary Approval Order and prior to the date of the mailing of any Notice, the Settlement Administrator shall cause the First Amended Complaint (Oct. 1, 2015), Answer (Oct. 22, 2015), Notice, Claim Form, Preliminary Approval Order, and this Settlement Agreement to be made available on the Settlement Website to be administered by the Settlement Administrator. The Settlement Administrator shall cause the Settlement Website to be updated as appropriate with a list of important dates related to the claims process and the Settlement. This includes, but is not limited to, dates by which class members must submit claims, opt-outs, objections, and dates of hearings or other appearances before the Court.

C. Claim Forms, Opt-Outs, and Objections

1. Claim Forms shall be returned or submitted to the Settlement Administrator, via U.S. Mail or via submission on the Settlement Website, by the deadline set by the Court as the close of the Claims Period or be forever be barred. The Parties will recommend that the deadline for the return or submission of Claim Forms to the Settlement Administrator should be forty-five (45) days from the deadline for sending Notice.

2. Each Class Member shall have the right to opt out and not participate in the Settlement Agreement. The Notice shall inform each Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Agreement. Any person who opts out of the Settlement may not file an objection or a Claim and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

3. The Parties will recommend that the deadline for any such opt outs be forty-five (45) days from the deadline for sending Notice. Each Class Member who wishes to opt out or otherwise be excluded from the Settlement Agreement must personally complete and mail, to the Settlement Administrator at the addresses set forth in the Notice, a request for exclusion that clearly and unequivocally states the Class Member's intent to be excluded from the Settlement Class and to not participate in the Settlement. The opt out request must include the individual's name, address, and signature (or the signature of a person previously authorized by law, such as an attorney, trustee, guardian, or person acting under a power of attorney to act on behalf of the Class Member with respect to a claim or right such as those brought in the Action), and contain, to the extent known to the Class Member, the cellular telephone as to which he or she seeks exclusion.

4. No person shall purport to exercise any exclusion rights or any other rights of any other person, or purport (a) to opt out Class Members as a group, aggregate, or class involving more than one Class Member; or (b) to opt out more than one Class Member on a single document, or as an agent or representative. Any such purported opt outs shall be void, and the Class Member(s) that is or are the subject of such purported opt-outs shall be treated as a class member.

5. Prior to the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of successful opt-outs to be filed with the Court. Prior to the filing of this list, counsel for the Parties shall, if possible, agree as to whether a communication from a Class Member is a request to opt out. In the event that counsel for the Parties cannot agree whether the member of the Class has opted out or otherwise excluded themselves from the Settlement Agreement, the question shall be presented to the Court at the Final Approval Hearing.

6. The deadline for a Class Member to object to the Settlement Agreement shall be forty-five (45) days from the deadline for sending Notice. Any Class Member who has not filed a timely, valid, and proper written request for exclusion, and has submitted to the Claims Administrator a valid claim form and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or to any award of Attorney's Fees and Costs or the Incentive Award must file the objection with the Clerk of the Court no later than forty-five (45) days after the deadline for sending Notice or as the Court may otherwise direct, a written statement, signed by him, her, or it, or his, her, or its duly authorized agent. A copy of the objection should also be served on the Settlement Administrator. That statement must include the Class Member's name and address, and set forth his, her, or its objections to the Settlement Agreement as well as the specific reason(s), if any, for each objection, including any legal

support the Class Member wishes to bring to the Court's attention and a description of the evidence (if any) the Class Member wishes to introduce in support of the objections. Any objector may so object either on his or her own behalf or through an attorney hired at his or her own expense, if the attorney files an appearance on his or her behalf. The objector need not personally appear at the Fairness Hearing to have his or her objections considered by the Court. Any Class Member who does not submit a timely objection in accordance with this Agreement, the Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid objection to the Settlement and shall be forever barred from raising any objection to the Settlement.

D. Curing Deficient Claims

1. The Settlement Administrator shall be responsible for receiving and keeping safe and secure all Claim Forms and administering the Settlement. The Settlement Administrator shall examine each Claim Form in a timely manner and determine if the Claim Form constitutes a Valid Claim Form eligible to receive payment. The Settlement Administrator shall have completed his inspection of all Claim Forms by the later of the Effective Date or twenty (20) days from the time set by the Court for the return of Claim Forms.

2. The Settlement Administrator shall identify any persons who submit Claim Forms that are incomplete and advise those persons in writing of the deficiencies in their Claim Forms, providing them with 30 days in which to cure any such deficiencies. In the event a person fails to cure the identified deficiencies within the 30-day period, the Settlement Administrator shall provide his or her contact information to Class Counsel, who may call and follow up with the person. The period to cure such deficient Claim Forms shall be closed 14 days after Class Counsel receives the list of any remaining deficient Claim Forms.

3. The Settlement Administrator shall have final responsibility for determining if a submitted Claim Form constitutes a Valid Claim Form. However, if the Parties through their counsel mutually agree that a Claim Form that the Settlement Administrator has deemed deficient should nevertheless be entitled to share in the distribution, that Claim Form will be treated as a Valid Claim Form.

E. Distribution of Payments

1. The Settlement Administrator shall pay claims of those class members who have timely submitted a Valid Claim Form in an amount they are entitled to under the terms of this Agreement and in the manner provided for in this Agreement.

2. The Settlement Administrator shall make the payment of any Incentive Award in an amount Plaintiff is entitled to under the terms of this Agreement that was approved by the Court and in the manner provided for in this Agreement.

3. The Settlement Administrator shall make the payment of any Award of Attorney's Fees in an amount Class Counsel is entitled to under the terms of this Agreement that was approved by the Court and in the manner provided for in this Agreement.

ARTICLE VII - RELEASES

1. The releases below are conditioned upon the approval of the Settlement Agreement by the Court and shall take effect upon the Effective Date. If this Settlement Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceeding in this or any other litigation or in any manner whatsoever. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

2. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to Patel and all members of the Settlement Class who did not execute a valid and timely opt-out.

3. On the Effective Date, the Parties and each and every member of the Settlement Class who did not execute a valid and timely opt-out shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against AT&T or the related entities released herein with respect to the receipt of automated and/or prerecorded or artificial voice calls as described in the releases set forth below.

4. On the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, Patel and his spouse and children, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or who could assert claims) on their behalf (the “Releasing Parties”), will be deemed to have completely released and forever discharged AT&T from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable of being known, and (ii) those that are unknown but that might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of any Released Person and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the “Released Rights”) that arise out of or in any way relate or pertain to: (a) Released Rights that were asserted or attempted to be asserted or

could have been asserted in the Action; (b) the use by AT&T or entities operating on behalf of AT&T of any “automatic telephone dialing system,” “automatic dialer,” “automated dialer,” “dialer,” and/or an “artificial or prerecorded voice” to contact or attempt to contact Plaintiff’s cellular telephone number; and (c) any violation and/or alleged violation of state or federal law regarding unwanted telephone calls made to Plaintiff’s cellular telephone number. This includes, but is not limited to, any claims arising under or relating to: (i) the TCPA, and any other similar state or federal law; (ii) statutory or common law claims predicated upon any alleged violations of the TCPA and/or any similar law; and (iii) statutory or common law claims predicated upon and/or arising from AT&T’s use of any automated dialing system and/or artificial or prerecorded voice, including any claim under or for violation of federal or state unfair and deceptive practices statutes, violations of any federal or state debt collection practices acts (including, but not limited to, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*), invasion of privacy, conversion, breach of contract, unjust enrichment, specific performance, and/or promissory estoppel. This release shall be included as part of any judgment, so that all Released Rights of Plaintiff shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

5. On the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, the Class Members who did not timely opt out release and discharge the Released Parties from all suits, liability, and claims, including claims for the payment of attorney’s fees and costs, relating to any use by AT&T or entities operating on behalf of AT&T of any “automatic telephone dialing system,” “automatic dialer,” “automated dialer,” “dialer,” and/or an “artificial or prerecorded voice” to contact or attempt to contact the cellular telephone numbers of Class Member relating in any way to AT&T’s U-verse service between September

11, 2011 and the date of this Settlement Agreement. This release shall be included as part of any judgment, so that all Released Rights of the Class Members shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

6. The Releasing Parties hereby expressly agree that, upon the Effective Date, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code or (b) by any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released pursuant to this Article. Thus, on the Effective Date, all members to the Settlement Class who have not successfully opted out shall be deemed to have, with respect to the subject matter of the Action, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or substance, that a general release does not extend to claims that the person does not know or suspect to exist in the person's favor at the time of executing the release.

ARTICLE VIII - DISAPPROVAL, TERMINATION, OR NULLIFICATION OF SETTLEMENT

1. Each Party shall have the right to terminate this Settlement Agreement if (i) the Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar to Exhibit E hereto); (ii) the Court denies final approval of this Settlement Agreement (or grants final approval through an order that is not substantially similar to Exhibit B hereto); or (iii) the Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declining to enter a further order or orders approving the Settlement on the terms as set forth herein. AT&T shall have the right to terminate the Settlement Agreement if (i) the Court awards Attorney's Fees and Costs that are in excess of one-quarter of the Settlement Fund or (ii)

the Court awards an Incentive Fee in excess of \$10,000. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel, by hand delivery or mail, within ten days of the occurrence of the condition permitting termination.

2. This Agreement shall be terminable at the option of AT&T if more than five percent (5%) of the Settlement Class opt outs of the Settlement Agreement.

3. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) this Settlement Agreement, and all negotiations, proceedings, and orders relating hereto, shall be of no force or effect and shall not be used or referred to for any purpose whatsoever, and without prejudice to the rights of the Parties; and (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respect as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any costs and attorney's fees incurred in connection with this Settlement.

ARTICLE IX - GENERAL PROVISIONS

Cooperation

1. Plaintiff and Defendants and their respective attorneys and agents agree to cooperate fully with one another and to use their best efforts to effect the consummation of this Settlement Agreement under the terms specified in this Settlement Agreement. In the event there is an impasse or unresolved disagreement between the Parties involving the consummation of

this Settlement Agreement, the Parties agree, prior to preparing and presenting any motion to the Court, to speak to each other over the telephone to discuss a resolution of the impasse or disagreement without the Court's assistance. If the Parties' remain at an impasse or unresolved disagreement after that telephone conversation, then the dispute may be formally submitted to the Court for resolution.

Litigation Stay / Injunction of Other Claims

2. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further litigation steps in this Action. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation thirty (30) days after such event or as otherwise provided by an order of the Court, providing that, pending the Fairness Hearing and the Effective Date, Plaintiff and all members of the Settlement Class are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Released Parties unless they first have timely exercised their right to opt out or otherwise excluded themselves from participation in this Settlement and such an opt out or exclusion has been received.

Inquiries From Class Members

3. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from Class Members with respect to this Settlement except to the extent that inquiries are directed to Class Counsel. For any Class Member who contacts AT&T or counsel for AT&T with questions about this Settlement Agreement, AT&T or counsel for AT&T shall direct the inquiry to Class Counsel.

Limitation on Use of Settlement Agreement

4. Neither the acceptance by AT&T of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged in the Action or in any other action, the validity or certifiability for litigation of any claims that are or could have been asserted by any of the Class Members or other persons in the Action or in any other action, or the liability of AT&T in the Action or in any other action. AT&T specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. This Settlement Agreement shall not be used, offered or received into evidence in the Action or any other action or proceeding, for any purpose other than to enforce, to protect, to construe, or to finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement, without a court order.

Claims Against Settlement Benefits

5. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made to a Class Member, it is the responsibility of the Class Member to transmit the funds to such third party.

Publicity:

6. The Parties and their counsel shall not volunteer comments about the litigation or the Settlement to the media, members of the Bar, or the general public. If, however, such a person or entity asks about the Settlement, this Paragraph shall not prevent a Party or their counsel from describing the nature of the case and the Settlement in a general manner that is consistent with the terms of this Settlement Agreement, but without additional editorial statements, expressions of personal opinion, or estimates of settlement value other than the Settlement Fund. It is provided further, however, that nothing in this paragraph shall prevent

counsel from publishing on counsel's website copies of (or links to) publicly available settlement materials filed in the litigation, noting counsel's representation in the case and describing in a general manner, consistent with the terms of the Settlement Agreement, the settlement reached in this matter. The Parties and their counsel agree that in no event shall any of them disparage one another or state, or imply in sum or substance, that the Settlement represents an acknowledgement by any of the Parties of any wrongdoing or liability in this or any other matter.

7. Nothing in this provision shall be interpreted to limit representations that the Parties or their attorneys may make to the Court to assist it in its evaluation of the proposed Settlement; nor shall this provision prohibit Class Counsel from having attorney client communications directly with a Class Member once appointed Class Counsel. A party may also provide necessary and accurate information about the Settlement to its shareholders and other person or entities as required by securities laws or other applicable laws or regulations.

8. The Parties agree that nothing in this Agreement shall be construed to prohibit communications between AT&T, on the one hand, and Class Members, on the other hand, in the regular course of AT&T's business.

Counterparts

9. This Settlement Agreement and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

Integration Clause

10. This Settlement Agreement, including the Exhibits referred to herein that form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel, and approved by the Court, and may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

Execution of Documents

11. The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The execution of documents must take place prior to the date scheduled for hearing on preliminary approval of this Settlement Agreement.

Independent Judgment and Advice of Counsel

12. Each party to this Settlement Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement. The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

Governing Law

13. The Settlement Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois.

Jurisdiction

14. The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment with respect to enforcement of the terms of this Settlement Agreement, and all Parties and Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

Exhibits

15. The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

No Assignments; Binding on Assigns

16. Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or she herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

Terms and Conditions Not Superseded

17. Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course of the relationship between AT&T and its customers or to the services provided by AT&T and purchased by its customers.

Waiver of Compliance

18. Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppels with respect to, any subsequent or other failure.

No Collateral Attack

19. This Settlement Agreement shall not be subject to collateral attack by any Settlement Class members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim should have been heard or decided by another court or in another suit, that a Class Member's claim was improperly denied, that the payment to a Class Member was improperly calculated, and/or that a Class Member failed to receive timely notice of the Settlement.

Authorization

20. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

Settlement Class Member Signatures

21. It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all members of the Settlement Class and/or their representatives of the binding nature of the releases and of this Settlement Agreement and, in the absence of a valid and timely request for exclusion,

such Notice shall have the same force and effect as if each Class Member executed this Settlement Agreement.

Tax Withholding or Advice

22. Class Members shall be solely responsible for reporting and payment of any federal, state, and/or local income or other tax or any withholding, if any, on any of the benefits conveyed pursuant to this Settlement Agreement, subject to any tax withholding required by law as may be implemented by the Settlement Administrator. Class Counsel and AT&T make no representations, and have made no representations, as to the taxability of the relief to Patel and the other Class Members. Class Members, just like Class Counsel, the Settlement Class Representative, and AT&T, are responsible for seeking their own tax advice at their own expense.

WHEREFORE, INTENDING TO BE BOUND, THE PARTIES INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS AND UNDERSIGNED COUNSEL, HAVE EXECUTED THIS AGREEMENT AND RELEASE, EFFECTIVE THE LAST DAY SIGNED BY ALL PARTIES HERETO.

PLAINTIFF:

Kison Patel

Date: _____

DEFENDANTS AT&T SERVICES, INC AND ILLINOIS BELL TELEPHONE COMPANY

Sharon R. Dunlap

By: Sharon R. Dunlap
Vice President
AT&T Credit and Collections
AT&T Services, Inc.

Date: 7-21-2016

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

ATTORNEY FOR PLAINTIFF

WARNER LAW FIRM, LLC

By: Curtis Warner

Date: _____

ATTORNEYS FOR DEFENDANT

MAYER BROWN, LLP

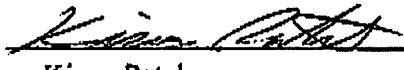
Hans Germann

By: Hans Germann

Date: 7/21/16

WHEREFORE, INTENDING TO BE BOUND, THE PARTIES INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS AND UNDERSIGNED COUNSEL, HAVE EXECUTED THIS AGREEMENT AND RELEASE, EFFECTIVE THE LAST DAY SIGNED BY ALL PARTIES HERETO.

PLAINTIFF:



Kison Patel

Date: 7-21-16

DEFENDANTS AT&T SERVICES, INC AND ILLINOIS BELL TELEPHONE COMPANY

By: Sharon R. Dunlap
Vice President-Credit and Collections
AT&T Services Inc.

Date: _____

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

ATTORNEY FOR PLAINTIFF

WARNER LAW FIRM, LLC


By: Curtis Warner

Date: 7/21/16

ATTORNEYS FOR DEFENDANT

MAYER BROWN, LLP

By: Hans Germann

Date: _____

EXHIBIT A

PATEL v. AT&T SERVICES INC. et al. SETTLEMENT CLAIM FORM

To Receive a Minimum of \$175
Please Fill Out and Return this Claim Form
Or Submit the Information Via the Settlement Website
by XXXX, XX, 2016

If you were the account holder or customary user, at some time between September 17, 2011 and the present, of the telephone number listed on the Notice you received and wish to assert a claim for payment under the Settlement Agreement, please provide the information requested below and submit this form by mail to: [claims administrator info here] or online at [web address here]..

Para ver este formulario en español, visita [web address here].

General Information

First Name: _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Please list here the telephone number that was listed on the Notice you received about the Class Action Settlement: _____

Best contact number for the Settlement Administrator to reach you if there are questions about your Claim Form: _____.

This consent to call you is limited to the Settlement Administrator contacting you regarding issues relating to the administration of the Settlement.

* * *

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing below is true and correct to the best of my knowledge and belief:

At some time between September 17, 2011 and November 18, 2015, I received one or more calls from AT&T or someone acting on behalf of AT&T at the cellular telephone number listed above, and I was the subscriber or customary user of the number in question at that time.

I did not consent to receive calls like those I received by or on behalf of AT&T on my cellular telephone.

I was not a customer of AT&T's U-Verse service or its AT&T Mobility cellular service at the time I received the call(s) in question.

I am not a customer of AT&T's U-Verse service or its AT&T Mobility cellular service as of the date I signed this Claim Form.

* * *

If you are submitting this Claim Form by mail, please sign and date below. If you are submitting this Claim Form online, you agree that clicking the "Submit" button shall constitute your signature and acknowledgement of the terms of this Claim Form.

Claimant Signature: _____

Date: ____/____/____

MAIL CLAIM FORM TO:

Claims Administrator

[Street Address / P.O. Box]

[City, State, Zip]

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,)	Case No. 15-C-8174
individually and on behalf of)	
a class of similarly situated people,)	Judge John Z. Lee
)	
Plaintiff,)	
)	
)	
v.)	
)	
AT&T SERVICES, INC. and ILLINOIS)	
BELL TELEPHONE COMPANY,)	
)	
Defendants.)	

PROPOSED FINAL ORDER APPROVING SETTLEMENT

WHEREAS, on _____, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement and directing that notice be given to the Settlement Class (Dkt. # ____);

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to opt out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on _____, 201____. Prior to the Final Approval Hearing, Class Members were notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of Attorney's Fees and Costs to Class Counsel, and the payment of the Incentive Award.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and counsel for AT&T, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the Attorney's Fees and Cost application made by Class Counsel and the application for an Incentive Award to the Settlement Class Representative and having reviewed the materials in support thereof, and with good cause appearing:

THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the claims of the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class Members, within the authority of the Parties and the result of extensive arm's-length negotiations. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
4. The Court has considered all objections to the Settlement and finds these objections do not counsel against Settlement approval. The objections are therefore hereby overruled.

5. The final Settlement Class, which will be bound by this Final Approval Order and Judgment, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class.

6. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies the following Settlement Class: "All subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015, regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder, excluding subscribers of AT&T wireless and/or U-verse services, as documented in Exhibit F of the Settlement Agreement."

7. The Court finds that the plan for Notice set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order was the best notice practicable under the circumstances. It provided due and sufficient notice to the Settlement Class of the pendency of the Action, of certification of the Settlement Class for settlement purposes only, of the existence and terms of the Settlement Agreement, and of the Final Approval Hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

8. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved.

9. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

10. The cash distributions provided for in the Settlement Agreement shall be paid to the various Settlement Class members submitting Valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

11. Upon the Effective Date, members of the Settlement Class who did not validly and timely opt out shall, by operation of this Final Approval Order and Judgment, have fully, finally and forever released, relinquished and discharged AT&T from the claims covered by the releases contained in the Settlement Agreement.

12. All members who did not validly and timely opt out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

13. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum res judicata, collateral estoppel and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses that were or could have been asserted in the Action or that are covered by the releases contained in the Settlement Agreement.

14. The Final Approval Order and Judgment, the Settlement Agreement, the Settlement that it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against AT&T of

any fault, wrongdoing, or liability on the part of AT&T or of the validity or certifiability for litigation of any claim or the existence or amount of any damages.

15. The Court hereby grants Class Counsel's request for an award of reasonable Attorney's Fees and Costs in the amount of \$_____. This amount is to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court further grants Class Counsel's application for an Incentive Award for Kison Patel in the amount of \$_____. This amount is to be paid by AT&T separately from the Settlement Fund.

16. The above-captioned Action is hereby dismissed in its entirety with prejudice. Except as otherwise provided in this Final Approval Order and Judgment, the parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement Agreement that is embodied herein including enforcement and administration of the Settlement Agreement, and distribution of any remaining funds to the 503(c) entity as a *cy pres* award.

DATED this _____ day of _____, 2016

By:

Hon. John Z. Lee
United States District Court Judge

EXHIBIT C

You May Be Entitled to a Payment of No Less Than \$175
This Summary Notice of Settlement Has Been Preliminarily Approved by the
U.S. Federal District Court of the Northern District of Illinois
in Patel v. AT&T Services, Inc. et al., 15-cv-8174

RE: Cellular Telephone Number [Insert Class Member Telephone Number Here]

A Settlement Agreement has been reached in a class action lawsuit that alleges that AT&T used an automatic telephone dialing system and/or an artificial or prerecorded voice to make calls to cellular telephones regarding AT&T's U-Verse service, without the prior express consent of the cellular service subscribers. AT&T strongly denies the allegations that it violated the Telephone Consumer Protection Act, but has agreed to settle to avoid the burden and cost of further litigation. You may be a member of the Settlement Class and entitled to payment under that Settlement.

AT&T's records indicate that AT&T or someone acting on its behalf placed or attempted to place one or more calls using an automated dialing system or a prerecorded voice to the Telephone Number listed above. If this number belonged to you at the time the call(s) were made, the calls were made without your consent, and you are not currently a customer of AT&T Mobility or AT&T U-Verse service and were not a customer of those services at the time of such call(s), you may be entitled to receive payment under the Settlement.

A settlement fund of \$1,925,000 has been established to pay valid claims and attorney's fees. If you received calls to your Telephone Number from AT&T regarding its U-verse service that were made using an automated system or a prerecorded voice, you may be eligible to receive a share of that settlement fund if you did not consent to receive such calls. The final cash payment amount will depend on the total number of valid and timely claims filed by all Class Members, as well as the number of calls you received. A minimum of \$175 is based on if all class members submit a claim and the Court awards the full amount of attorney's fees requested.

You may choose to exclude yourself from, or object to, the Settlement. The Court has appointed class counsel to represent the Settlement Class. That attorney is Curtis C. Warner, Warner Law Firm, LLC, 350 S. Northwest Hwy. Ste. 300, Park Ridge, IL 60068. You will not be charged for his work and you can contact him at (847) 701-5290 or cwarner@warnerlawllc.com Class Counsel will request an award for attorney's fees and expenses from the Court in an amount of twenty-five percent (25%) of the \$1,925,000 Settlement Fund. You may hire your own attorney, but only at your own expense. The class representative is requesting an incentive award of \$10,000, separate of the settlement fund for his participation in this lawsuit and for his alleged damages.

YOUR OPTIONS:

- **To receive payment, you must submit a Claim Form. Claim Forms must be submitted electronically or postmarked by XXXX, XXXX. A Claim Form has been mailed to you along with this notice. Alternatively, you may obtain a Claim Form by visiting [www.\[INSERT\].com](http://www.[INSERT].com).**
- If you choose to exclude yourself from the Settlement and keep your right to sue or arbitrate against AT&T, you must send a written request for exclusion postmarked by [[deadline]], to [[claims administrator address]].
- If you do not exclude yourself, you have or your lawyer has the right to appear before the Court and object to the Settlement or to Class Counsel's request for an award of attorney's fees and costs. Any objections to the Settlement or the attorney's fees request, along with any supporting material must be postmarked by XXXX and filed with the Court by that date. Untimely objections and material not filed will not be considered. You must submit a valid Claim Form to submit an objection.
- If you do not exclude yourself, you will be bound by the terms of the Settlement and give up your rights to sue AT&T or to pursue arbitration against AT&T for any claim relating to the calls.

The Court will determine whether to approve the Settlement at a Fairness Hearing scheduled to take place on [[date, time]] at the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago, Illinois 60604. The hearing will take place before Judge John Z. Lee in Courtroom 1225.

**FOR MORE INFORMATION, INCLUDING ADDITIONAL INFORMATION REGARDING
THIS NOTICE, PLEASE VISIT THE SETTLEMENT WEBSITE
at [http://www.\[INSERT\].com](http://www.[INSERT].com)**

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,) Case No. 15-C-8174
individually and on behalf of)
a class of similarly situated people,) Judge John Z. Lee
)
Plaintiff,)
)
)
v.)
)
AT&T SERVICES, INC. and ILLINOIS)
BELL TELEPHONE COMPANY,)
)
Defendants.)

TO: All subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015, regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder (excluding subscribers of AT&T wireless and/or U-verse services).

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A CLAIM	Submit a claim either by mail or through the settlement website, www.[INSERTADDRESS] by [DATE] and if this settlement is approved, you will receive a check for at least \$175 as your share of a \$1,925,000 Settlement Fund.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you do nothing, you will remain in the settlement class and be bound by the orders of the Court. You will not receive any payment from the Settlement Fund.
EXCLUDE YOURSELF	If you exclude yourself, you will not receive a payment, but you will retain your right to separately sue regarding the legal issues in this case.
OBJECT	Write to the Court about why you don't like the settlement. If you want to file an objection, you must file a claim by [DATE] and separately you must file your objection with the Court by [Date].

These rights and the options and the deadlines to exercise them are explained below.

1. What is this notice about?

Defendants have agreed to settle this case on a nationwide class basis. Pursuant to the Court's Order preliminarily approving the parties' class settlement agreement, this notice of the

settlement, which contains an explanation of your rights under the terms of the settlement, and information on how to submit a claim for a share of the settlement proceeds, is being made available on the settlement website, [www.\[INSERTADDRESS\]](http://www.[INSERTADDRESS]).

2. What is this lawsuit about?

Plaintiff filed the above-captioned lawsuit on behalf of himself and a nationwide class in the United States District Court for the Northern District of Illinois, Eastern Division (the “Lawsuit”) against Defendants AT&T Services Inc. and Illinois Bell Telephone Company (collectively “AT&T”) alleging violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. Specifically, Plaintiff claims that AT&T placed calls regarding its U-verse service that utilized an automated telephone dialing system or a prerecorded or artificial voice message to the cellular telephone numbers of individuals who did not consent to receive such calls. Plaintiff sought to recover for himself and for each person who received such calls statutory damages of \$500 per violation, subject to trebling for any willful or knowing violations of the TCPA. AT&T denies that it violated the TCPA, denies that any calls that may have violated the TCPA were made willfully or knowingly, and denies that Plaintiff and members of the Settlement Class are entitled to any damages. Defendant also denies that a class can be certified under Rule 23 of the Federal Rules of Civil Procedure.

3. Why is this a class action?

In a class action, a person called the Class Representative (in this case, Kison Patel) filed suit on behalf of a group (the “Class”) who may have similar legal claims.

4. Why is there a settlement?

In order to avoid the cost, risk, and uncertainty associated with continued litigation and a trial, the parties agreed to a class-wide settlement.

5. How do I know if I am a part of the settlement?

The Court decided that everyone falling under the following definition is a member of the Settlement Class:

All subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015, regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder (excluding subscribers of AT&T wireless and/or U-verse services).

A list of the telephone numbers that fall within this definition is attached to the settlement agreement as Exhibit F, and is available on the settlement website.

6. What can I get from the settlement?

Under the settlement agreement, settlement class members who file a timely claim will receive a share from a \$1,925,000 Settlement Fund, after attorney's fees are deducted from that fund. Plaintiff's counsel has requested that the Court award him attorney's fees of one-quarter of the \$1,925,000 Settlement Fund – an amount that remains subject to final Court approval. Each class member who submits a timely claim will receive a base payment of a *pro rata* share of the Settlement Fund, up to \$250 per claimant. If the number of claims is such that the base payment is not sufficient to exhaust the Settlement Fund, the remainder of the Settlement Fund will be distributed on a *pro rata* basis to the claimants based on the number of automated collection calls made to the person's telephone number, as reflected in the AT&T call records produced in discovery. This pro rata distribution will be capped at \$500 per call, the standard statutory damages under the TCPA.

7. How do I receive a payment?

To receive the cash payment from the Settlement Fund, you need to complete a claim form and return it to the Settlement Administrator either by U.S. Mail or by submitting a claim form electronically through the Settlement Website.

8. What am I giving up to receive these benefits?

By staying in the class, all of the Court's orders will apply to you, and you agree to give AT&T a "release." A release means you can't sue or be part of any other lawsuit against AT&T regarding any calls using an autodialer or a prerecorded or artificial voice message made to your cellular telephone number about AT&T's U-verse service. This includes the TCPA claims covered by the Lawsuit.

9. How much will the Class Representative receive?

AT&T, in addition to and separate from the Settlement Fund, has agreed to pay \$10,000 to Plaintiff for Plaintiff's alleged statutory damages, as an incentive for Plaintiff serving as the class representative in this case, and for Plaintiff's time representing the interests of the Class in this lawsuit. This amount is subject to the Court's final approval.

10. What happens to Unclaimed Settlement Cash Amounts?

To the extent the total number of claimants is insufficient to completely exhaust the Settlement Fund, the amount remaining will be distributed as *cy pres* to a 503(c) organization agreed upon by Plaintiff and Defendants, subject to the Court's approval.

Checks drawn on the Settlement Fund shall expire and be void if not cashed within 45 (forty-five) days. Checks that become stale as a result of not being timely cashed shall revert to AT&T.

11. How do I exclude myself from the Settlement?

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the Defendants, then you must take steps to exclude yourself from the settlement. To exclude yourself from the settlement, you must send a written request by mail to the Settlement Administrator stating that you want to be excluded from the settlement in *Patel v. AT&T Services Inc.* Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request no later than [DATE].

12. If I exclude myself, do I still receive benefits from this settlement?

No, if you opt out of the settlement, you will not receive anything resulting from the settlement of this case, but you will retain any rights you may have to sue the Defendants over the claims raised in this case on your own.

13. Do I have a lawyer in this case?

The Court has named Curtis Warner of Warner Law Firm, LLC as class counsel. You will not be charged by that firm. The firm will petition the Court for attorney's fees and expenses from the Settlement Fund, in the total amount of one-quarter of the Settlement Fund. The amount paid as attorney's fees is subject to Court approval. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How do I tell the Court that I don't like the settlement?

If you are a class member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must send a letter or legal brief stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of your case (*Patel v. AT&T Services Inc.*, 15-cv- 8174 (N.D. Ill.)), your name, address, telephone number, and your signature. If you are objecting to the settlement, you may also appear at the final fairness hearing. You must file a claim form

certifying you are a member of the class to have the Court consider your objection. If your objection is overruled, you will receive the same distribution in the same manner made to other class members, as if you had not objected.

You must mail or your attorney must file your objection by [DATE]. The objection should be mailed to:

Clerk of the Court
United States District Court for the Northern District of Illinois
Everett McKinley Dirksen United States Courthouse
219 S. Dearborn St.,
Chicago, Illinois 60604

A copy of your objection should be provided to the Settlement Administrator. Copies can be, but they are not required to be, provided to counsel for the parties, as follows: for Class Counsel: to Curtis Warner, Warner Law Firm, LLC, 350 S. Northwest Hwy, Ste. 300, Park Ridge, IL 60068; for AT&T: Hans Germann, Mayer Brown, LLP, 71 S. Wacker Drive, Chicago, IL 60606.

15. When and where is the final fairness hearing?

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so. The Court will hold that fairness hearing on [[date, time]] at the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago, Illinois 60604. The hearing will take place before Judge John Z. Lee in Courtroom 1225. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interest of the class. The Court will also decide whether to approve the payments to the Plaintiff and to class counsel at that time. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing may be postponed to a later date without notice.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING. THE COURT WILL
CONSIDER YOUR OBJECTIONS WITHOUT YOU OR AN ATTORNEY APPEARING ON
YOUR BEHALF.

16. How do I get more information?

You can go the website, [www.\[INSERTADDRESS\]](http://www.[INSERTADDRESS]) or call the Settlement Administrator at XXX-XXX-XXXX.

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,)	Case No. 15-C-8174
individually and on behalf of)	
a class of similarly situated people,)	Judge John Z. Lee
)	
Plaintiff,)	
)	
)	
v.)	
)	
AT&T SERVICES, INC. and ILLINOIS)	
BELL TELEPHONE COMPANY,)	
)	
Defendants.)	

PROPOSED ORDER PRELIMINARILY APPROVING SETTLEMENT

WHEREAS, the Parties have reached a proposed settlement and compromise of the dispute between them and other similarly situated persons in the Action, which is set forth in the Settlement Agreement filed with the Court; and

WHEREAS, the Parties have applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

WHEREAS, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Settlement Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to persons in the Settlement Class for their consideration and a hearing as to the approval of the Settlement.

3. The Settlement Agreement was entered into by experienced counsel and only after extensive arm's-length negotiations.

4. For purposes of the Settlement only, the Court certifies the Settlement Class, consisting of: "All subscribers to those wireless telephone numbers identified as having lodged a complaint prior to November 18, 2015 regarding receiving a communication from AT&T regarding an AT&T U-Verse account for which they were not the accountholder, excluding subscribers of AT&T wireless and/or U-verse services, as documented in Exhibit F of the Settlement Agreement."

5. The Court preliminarily finds, for settlement purposes only, that:

- a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representative are typical of the claims of the Settlement Class;
- d. The Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class;
- e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only the individual members; and

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court finds that it has personal jurisdiction over all Class Members, including the absent Class Members.

7. The named Plaintiff, Kison Patel, shall be the Settlement Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Class Members.

8. The Court approves Curtis C. Warner of Warner Law Firm, LLC as settlement Class Counsel. This Court preliminarily finds that he is competent, capable of exercising all responsibilities as Class Counsel, and will fairly and adequately represent and protect the interests of the absent Class Members.

9. The Court approves KCC to serve as the Settlement Administrator in this Action.

10. A Final Approval Hearing shall be held before this Court at _____ on _____, 201_____, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable, and adequate including the settlement amount provided to the claiming class members, Class Counsel's Attorney Fee request, and Plaintiff's Incentive Award request; and (b) whether the Final Approval Order and Judgment should be entered. The Final Approval Hearing may be postponed, adjourned or continued by order of the Court without further notice to the Settlement Class, except that such changes shall be posted on the Settlement Website. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members with respect to the rights being settled.

11. The Court approves, as to form and content, the use of a Claim Form and Notice substantially similar to the forms attached as Exhibits A, C and D of the Settlement Agreement, respectively.

12. The Court authorizes Class Counsel to issue subpoenas to Verizon Wireless, T-Mobile, Sprint, and U.S. Cellular (collectively the “Carriers”) to identify the subscribers of the telephone numbers that constitute the Settlement Class, as described in the Settlement Agreement. For numbers whose ownership is not identified in the Carriers’ responses to the subpoenas, the Settlement Administrator will use a reverse look-up process to identify the subscribers of the numbers. Within thirty (30) days from the Settlement Administrator receiving a response containing the return of information from the last of the issued subpoenas, Notice will be provided to members of the Settlement Class by first-class U.S. mail, as provided for in the Settlement Agreement. For all telephone numbers of members of the Settlement Class that are not identified in the responses to the subpoenas issued to the wireless carriers, the Settlement Administrator will use a reverse look-up process to attempt to identify the owners of those numbers.

13. The cost of Notice and of settlement administration shall be paid by AT&T and invoiced directly to AT&T by the Settlement Administrator. This amount is to be paid separate from the Settlement Fund.

14. The Notice, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to

receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23. The Court hereby further prohibits any additional generalized notices or communications, whether by written correspondence, advertisements, Internet postings, or other media to Class Members by the Parties about the Settlement or its terms other than as specifically authorized by this Agreement, except that nothing herein shall impact Class Counsel's ability to discharge their attorney-client obligations to members of the Settlement Class.

15. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement must submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written request for exclusion postmarked no later than forty-five (45) days from the deadline for sending Notice.

16. Each request for exclusion must be personally signed by the individual Class Member; so-called "mass" or "class" opt outs shall not be allowed. No person shall purport to exercise any exclusion rights for any other Person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one Class Member, or as an agent or representative. Any such purported exclusion shall be void and the person that is the subject of the purported opt out shall be treated as a member of the Settlement Class and be bound by the Settlement.

17. Any member of the Settlement Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

18. Any Class Member who does not submit a valid and timely request for exclusion and has submitted a valid and timely claim form may object to the proposed Settlement, to Class Counsel's Attorney's Fees and Costs application, and/or to the application for an Incentive Award to named Plaintiff. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court including any specific objections they wish to make, no later than forty-five (45) days from the deadline for sending Notice. Any Class Member who fails to do so shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise. A copy of these objections should also be served on the Settlement Administrator.

19. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any released claim against AT&T in any action, arbitration, or proceeding in any court, arbitration forum, or tribunal.

20. Further settlement proceedings in this matter shall proceed according to the schedule listed below. Within 14 (fourteen) days of the Parties' receipt of the last, complete Carrier subpoena response, the Parties will jointly notify the Court of such. Any deadlines listed in the Notice, Claim Form and Settlement Website or in this Preliminary Approval Order that are tied to the Parties' receipt of the last, complete Carrier subpoena response will be updated to reflect actual dates after the receipt of the last, complete Carrier subpoena response.

<u>Event</u>	<u>Scheduled Date</u>
CAFA Required Notice sent to the Appropriate Federal and State Authorities	10 days after the filing of the motion for preliminary approval
Notice mailing deadline	30 days after receipt of the last complete Carrier subpoena responses
Parties' briefs in support of the Settlement due	60 days after receipt of the last complete Carrier subpoena responses
Last day for Class Members to opt out of Settlement	75 days after receipt of the last complete Carrier subpoena responses
Last day for objections to the Settlement to be filed with the Court	75 days after receipt of the last complete Carrier subpoena responses
Last day to submit a Valid Claim Form	75 days after receipt of the last complete Carrier subpoena responses
Incentive Award and Attorney's Fees applications due	60 days after receipt of the last complete Carrier subpoena responses
Parties file responses to objections, if any	85 days after receipt of the last complete Carrier subpoena responses
Final Approval Hearing	No earlier than 95 days after receipt of the last complete Carrier subpoena responses

21. Service of all papers on counsel for the parties shall be made as follows: (a) for Class Counsel: to Curtis Warner, Warner Law Firm, LLC, 350 S. Northwest Hwy., Ste. 300, Park Ridge, IL 60068; and (b) for AT&T: Hans Germann, Mayer Brown, LLP, 71 S. Wacker Drive, Chicago, IL 60606.

22. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purpose whatsoever, including without limitation for an evidentiary

purpose (including but not limited to class certification) in this Action or any other action. In such event, the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the parties who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

23. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

DATED this _____ day of _____, 2016

By:

Hon. John Z. Lee
United States District Court Judge

EXHIBIT F

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APPENDIX 2

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KISON PATEL,)
individually and on behalf of a class)
of a class,) Case No. 15 C 8174
)
Plaintiff,) Judge John Z. Lee
)
v.)
)
AT&T INC.,)
)
Defendant.)

DECLARATION OF CURTIS C. WARNER

1. I received my undergraduate degree from Grand Valley State University in 1993, my Masters Degree in Education from Wayne State University in 1998, and my Juris Doctorate from Michigan State University – Detroit College of Law (now Michigan State University – College of Law), *cum laude*, in 2002. During law school, I was the Editor-in-Chief for the Michigan State University – Detroit College of Law *Journal of Medicine and Law* and interned with the United States Army Judge Advocate General’s Office at Fort Carson in Colorado.

2. In August 2002, I began working as an associate attorney at Collins & Blaha, P.C., an employment law firm that represents various school districts in the State of Michigan.

3. In April 2003, I worked as a staff attorney at Michigan Migrant Legal Assistance Project, Inc., (now Migrant Legal Aid) in Grand Rapids, Michigan, representing migrant farm workers in various labor and consumer disputes before administrative agencies, federal and state courts. During that time I represented a client before the Michigan Supreme Court. *Lopez v. Hardy’s Holsteins LLC*, 2005 MIWCLR (LRP) LEXIS 151 (Mich. WCAC, June 24, 2005) *sub*

nom. Lopez v. Worker's Compensation Appellate Comm'n., No. 263842, 2005 Mich. App. LEXIS 3312 (Mich. App., Sept. 23, 2005); 704 N.W. 2d 709, 474 Mich. 893 (Mich. 2005).

4. While working at Michigan Migrant Legal Assistance Project, Inc., I served as an associate member on the State Bar's Committee on Legal Aid, was a member of the Michigan Pesticide Action Committee, and participated in committee meetings with state legislators and other members of the state bar focusing on passing legislation to end the unlicensed practice of law by "notarios."

5. From March 2005 to September 2006, I was an associate attorney at the consumer class action law firm of Edelman Combs Lattner & Goodwin LLC in Chicago, Illinois ("Edelman Combs"). "Edelman, Combs, Lattner & Goodwin, LLC, [is] a small Chicago law firm specializing in consumer credit, debt collection, FDCPA, predatory lending practices, and class action litigation." *Miller v. Midland Credit Mgmt.*, 08 C 780, 2009 U.S. Dist. LEXIS 16273 * 6-7 (N.D. Ill. Mar. 2, 2009).

6. In October 2006, I started Warner Law Firm, LLC, which represents consumers in the federal courts of Illinois, Michigan, Indiana and in the Circuit Court for Cook County, Illinois and other outlying county circuit courts.

7. I am a member of both the Michigan (Admitted 2002) and Illinois (Admitted 2004) bars and am admitted to practice before the following Courts: Supreme Court of the United States, Seventh Circuit Court of Appeals, Sixth Circuit Court of Appeals, Northern District of Illinois, Central District of Illinois, Eastern District of Michigan, Western District of Michigan, Northern District of Indiana, Southern District of Indiana and Eastern District of Wisconsin. I have also been permitted to practice *pro hac vice* in the District of New Jersey, the Eastern District of Virginia and Monterey County, California.

8. I am a member of the Trial Bar of the Northern District of Illinois, having twice served the Court as appointed counsel in a Title VII case and once in a bank financing case. I have been appointed *pro bono* counsel in the Central District of Illinois in a Title VII case. I have also performed *pro bono* work for the Legal Assistance Foundation of Metropolitan Chicago taking a mortgage fraud case to trial after 3 ½ years of litigation and obtaining a modest five-figure judgment against one defendant, a six-figure settlement from the other defendants, and waived my legal fees for the benefit of the indigent client whose home was taken from her. I am currently a board member of Migrant Legal Aid in Grand Rapids, Michigan.

9. Since its founding in 2006, I have been approved as class counsel in the following matters to which final approval of the parties' class action settlement has been granted: *Vasquez v. Zara USA, Inc.*, 15 C 3433 (N.D. Ill. Mar. 8, 2016); *Florence Mussat M.D., S.C. v. Insurance Group of America Holdings, L.L.C. et al.*, 13 C 7798 (N.D. Ill. May 7, 2015); *Krishnan v. Autovest LLC*, 13 C 8654 (N.D. Ill. Mar. 27, 2015); *Paci v. Elmhurst Auto Werks, LTD., d/b/a Elmhurst BMW, Ltd.*, 14 C 1158 (N.D. Ill. Feb. 12, 2015); *Prusak v. Lumber Liquidators, Inc.*, 12 C 6984 (N.D. Ill. Nov. 11, 2014); *Florence Mussat M.D., S.C. v. Betterdoctor, Inc.*, 13 C 8377 (N.D. Ill. July 10, 2014); *Rincon v. Taqueria Los Comales #1, Inc.*, 13 C 2712 (N.D. Ill. Apr. 30, 2014); *Sanders et. al. v. W&W Wholesale, Inc.*, 11 C 3557 (N.D. Ill. Apr. 11, 2014); *Vasquez v. Bargains in a Box, Inc.*, 13 C 3964 (N.D. Ill. Mar. 27, 2014); *Florence Mussat M.D., S.C. v. Global Healthcare Resource, LLC*, 11 C 7035 (N.D. Ill. Nov. 1, 2013); *Tang v. Medical Recovery Specialists Inc.*, 11 C 2109 (N.D. Ill.); *Tang v. Pita Inn Inc*, 11 C 3833 (N.D. Ill. May 2, 2012); *Balbarin v. North Star Acquisition, LLC, et al.*, 10 C 1846 (N.D. Ill. Apr. 12, 2012); *O'Hara v. Medieval Times USA, Inc.*, 3:10-cv-751 (D. N.J. Mar. 6, 2012); *Todd v. HB Windows and Doors, Inc.*, 10 C 4986 (N.D. Ill. Aug. 18, 2011); *Seppanen v. Krist Oil Co.*, 2:09-cv-195

(W.D. Mich. Aug. 9, 2011); *Vallejo v. National Credit Adjusters, LLC*, 10-cv-103 (N.D. Ind. Nov. 3, 2010); *Mitchem v. Northstar Location Services, LLC*, 09 C 6711, (N.D. Ill. May 13, 2010); *Housenkamp v. Weltman, Weinberg & Reis, Co. of Michigan*, Case No. 1:09-cv-10613-TLL-CEB (E.D. Mich. May 11, 2010); *Kern v. LVNV Funding, Inc.*, 09 C 2202, (N.D. Ill. Jan. 21, 2010); *Prieto et al. v. HBLC, Inc. et al.*, 08 C 2817 (N.D. Ill. Dec. 15, 2008); *Dobson v. Asset Acceptance LLC*, 07 C 6203, (assigned as related to 07 C 5967) (N.D. Ill. 2008); *Horton v. IQ Telecom*, 07 C 2478 (N.D. Ill. May 5, 2008).

10. I have also represented objectors to an unfair class action settlement before the Seventh Circuit resulting in the reversal of the final approval of the settlement. *Redman et al. v. RadioShack Corp.*, 768 F.3d 622 (7th Cir. 2014).

11. In *Cavin v. Home Loan Center, Inc.* 236 F.R.D 387 (N.D. Ill. 2007), a specific finding regarding my ability as class counsel was made in that, “The Court finds that Mr. Warner [is]. . . ‘experienced, competent, qualified and able to conduct the litigation vigorously’”, and therefore met the adequacy of class counsel requirement under Rule 23(a)(4)). *Id.* at 395.

12. The Seventh Circuit has noted that I am “an FDCPA specialist.” *Schlacher v. Law Offices of Phillip J. Rotche & Associates, P.C.*, 547 F.3d 852, 855 (7th Cir. 2009).

13. I was the primary brief writer in the following cases: *Redman et al. v. RadioShack Corp.*, 768 F.3d 622 (7th Cir. 2014) (representing objectors in the *RadioShack* case and the plaintiff in the consolidate matter *Nicaj v. Shoe Carnival, Inc.*); *Schlacher v. Law Offices of Phillip J. Rotche & Assocs., P.C.*, 574 F.3d 852 (7th Cir. 2009); *Phinn v. Capital One Finance, Inc.*, 502 F. Supp. 2d 625 (E.D. Mich. 2007); *Cavin v. Home Loan Center, Inc.*, 236 F.R.D. 387 (N.D. Ill. 2006); *Hendricks v. DSW Shoe Warehouse, Inc.*, 444 F. Supp. 2d 775 (W.D. Mich. 2006); *Florence Mussat M.D., S.C., v. Power Liens, LLC*, 13 C 7853, 2014 U.S. Dist. LEXIS

141561 (N.D. Ill. Oct. 6, 2014); *Jones v. Union Pacific Railroad Co.*, 12 C 771, 2014 U.S. Dist. LEXIS 781 (N.D. Ill. Jan. 6, 2014); *Florence Mussat M.D., S.C., v. Global Healthcare Resources, LLC*, 11 C 7035, 2013 U.S. Dist. LEXIS 35107 (N.D. Ill. Mar. 13, 2013); *Sanders v. W&W Wholesale*, 11 C 3557, 2012 U.S. Dist. LEXIS 128590 (N.D. Ill. Sept. 11, 2012); *Todd v. Target Corp.*, 10 C 5598, 2012 U.S. Dist. LEXIS (N.D. Ill. Mar. 30, 2012); *Sanders v. W&W Wholesale*, 11 C 3557, 2011 U.S. District LEXIS 117860 (N.D. Ill. Oct. 12, 2011); *Mitchem v. Ill. Collection Serv.*, 09 C 7274, 2010 U.S. Dist. LEXIS 76581 (N.D. Ill. Jul. 29, 2010), *Peralta v. Accept Acceptance, LLC*, 1:07-cv-1270, 2009 U.S. Dist. LEXIS 18195 (W.D. Mich. March 10, 2009); *Glover v. Mary Jane M. Elliot, P.C.*, Case No. 1:07-cv-648, 2007 U.S. Dist. LEXIS 73605 (W.D. Mich. Oct. 2, 2007); *Chavez v. Bowman, Heintz, Bocia & Vician*, 07 C 670, 2007 U.S. Dist. LEXIS 61936 (N.D. Ill. Aug. 22, 2007); *Lopez v. Hardy's Holsteins LLC*, 2005 MIWCLR (LRP) LEXIS 151 (Mich. WCAC, June 24, 2005) *sub nom. Lopez v. Worker's Compensation Appellate Comm'n.*, No. 263842, 2005 Mich. App. LEXIS 3312 (Mich. App. Sept. 23, 2005); 704 N.W. 2d 709, 474 Mich. 893 (Mich. 2005).

14. I was also the primary brief writer on *Mitchem v. Illinois Collection Service*, 271 F.R.D. 617 (N.D. Ill. 2011) and *Balbarin v. North Star Capital Acquisition*, 2011 U.S. Dist. LEXIS 686 (N.D. Ill. Jan. 5, 2011), which are the first two cases in the nation granting a contested class certification motion for claims brought under the Telephone Communication Protection Act for calls to cellular telephones without express prior consent.

15. I contributed to the writing of the plaintiffs' joint brief in a TCPA matter of first impression and was second chair at oral argument in the Seventh Circuit in *Soppet v. Enhanced Recovery, Co., LLC*, 679 F.3d 637 (7th Cir. 2012).

16. I have represented clients at oral arguments before the Seventh Circuit in the following matters: *Redman et al. v. RadioShack Corp.*, 768 F.3d 622 (7th Cir. 2014) (representing objectors in the *RadioShack* case and the plaintiff in the consolidate matter *Nicaj v. Shoe Carnival, Inc.*); *Schlacher v. Law Offices of Phillip J. Rotche & Assocs., P.C.*, 574 F.3d 852 (7th Cir. 2009).

17. I have filed a Petition for Writ of Certiorari before the United States Supreme Court in *Nicaj v. Shoe Carnival, Inc.*, No. 14-716 (U.S. Dec. 16, 2014).

I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on July 16, 2016.

/s/ Curtis C. Warner
Curtis C. Warner

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